

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

CARLOS ZELAYA, ET AL.,

Plaintiffs,

vs.

MADISON SQUARE GARDEN, L.P., ET AL.,

Defendants.

Civil Action

Case No. 08CV2933 (LMM)

DEFENDANT MADISON  
SQUARE GARDEN, L.P.'S  
ANSWER TO CROSS-CLAIMS  
OF DEFENDANT 247 WEST  
37TH STREET, LLC I/S/H/A  
STITCH BAR & LOUNGE, INC.

JURY TRIAL DEMANDED

Defendant Madison Square Garden, L.P. ("MSG"), hereby answers the cross-claims of Defendant 247 West 37th Street, LLC i/s/h/a Stitch Bar & Lounge, Inc. ("Defendant Stitch") as follows:

109. MSG denies the allegations in paragraph 109 of Defendant Stitch's cross-claims.

110. MSG denies the allegations in paragraph 110 of Defendant Stitch's cross-claims.

111. MSG denies the allegations in paragraph 111 of Defendant Stitch's cross-claims.

AD DAMNUM: MSG denies that Defendant Stitch is entitled to any relief from MSG.

**AFFIRMATIVE DEFENSES**

Defendant MSG asserts the following affirmative defenses to each and every cause of action averred by Defendant Stitch:

**FIRST AFFIRMATIVE DEFENSE**

The cross-claims fail to state a claim upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

The cross-claims are barred by the applicable statute of limitations and the doctrine of laches.

**THIRD AFFIRMATIVE DEFENSE**

Plaintiffs' injuries upon which Defendant Stitch's cross-claims rest, in whole, or in part, were the result of the negligence of third parties over whom MSG had no control.

**FOURTH AFFIRMATIVE DEFENSE**

The negligent acts or omissions of individuals or entities other than MSG constituted intervening, superseding acts of negligence.

**FIFTH AFFIRMATIVE DEFENSE**

MSG's conduct was not a substantial factor in causing Plaintiffs' damages, if any.

**SIXTH AFFIRMATIVE DEFENSE**

Cross-claimants have failed to join necessary and/or indispensable parties to this action.

**PRAYER FOR RELIEF**

WHEREFORE, Defendant MSG requests that the Court dismiss Defendant Stitch's cross-claims against MSG with prejudice, award MSG costs and attorneys' fees, and grant such further relief in favor of Defendant MSG as it deems proper.

Respectfully Submitted,

 Michael Sommer (MS - 2727)

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Dated: September 2, 2008

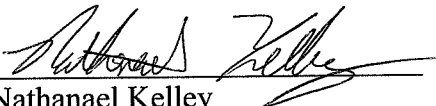
**CERTIFICATE OF SERVICE**

I hereby certify that on this 2nd day of September 2008, I caused a true copy of the foregoing Defendant Madison Square Garden, L.P.'s Answer To Cross-Claims Of Defendant 247 West 37th Street, LLC i/s/h/a Stitch Bar & Lounge, Inc., to be served via U.S. Mail, postage prepaid on the following persons:

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